

Deed reviewed by:
James A. Wagoner III, Attorney
U.S. Army Corps of Engineers
Mobile District

DEED 3276 972
Recorded In Above Book and Page
03/01/2021 10:10:10 AM
Alice K. Martin
Judge of Probate
Calhoun County, Alabama

**QUITCLAIM DEED
FORT MCCLELLAN
CALHOUN COUNTY, ALABAMA**

THIS QUITCLAIM DEED, by and between the **UNITED STATES OF AMERICA** (hereinafter referred to as the "Grantor"), acting by and through the Real Estate Contracting Officer, Headquarters, U.S. Army Corps of Engineers, pursuant to a delegation of authority from the Deputy Assistant Secretary of the Army (Installations, Housing and Partnerships), and under the authority of the provisions of Section 2905(b)(4) of the Defense Base Closure and Realignment Act of 1990 (part A of title xxix of Public Law No. 101-510; 10 U.S.C. § 2687 note), as amended, whose address is U.S. Army Engineer District, Mobile, ATTN: Real Estate Division, 109 Saint Francis St., Mobile, Alabama 36602, and the **MCCLELLAN DEVELOPMENT AUTHORITY** (hereinafter referred to as the "Grantee"), whose address is 4976 Bains Gap Road, Anniston, Alabama 36205.

WITNESSETH THAT:

THE GRANTOR, for and in consideration of anticipated job generation benefits and for no monetary consideration does hereby REMISE, RELEASE AND FOREVER QUITCLAIM unto the Grantee, all its right, title, and interest in the property situated, lying and being in the County of Calhoun, State of Alabama, containing approximately 0.94 acres, more particularly described in **Exhibit A**, attached hereto and made a part hereof (hereinafter referred to as the "Property").

SUBJECT TO all valid and existing restrictions, reservations, covenants, conditions, and easements, including, but not limited to, rights-of-way for railroads, highways, pipelines, and public utilities, if any, whether of public record or not.

TO HAVE AND TO HOLD the Property granted herein to the Grantee, its successors and assigns, together with all and singular the appurtenances, rights, powers, and privileges thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, or claim whatsoever of the Grantor, either in law or in equity and subject to the reservations, covenants, conditions, and restrictions set forth in this Deed.

AND IT IS FURTHER AGREED AND UNDERSTOOD by and between the parties hereto that the Grantee, by its acceptance of this Deed, and as part of the consideration for the conveyance herein, covenants and agrees for itself, its successors and assigns, forever, that this Deed is made and accepted upon each of the following covenants, conditions, and restrictions which shall be binding upon and enforceable against the Grantee, its successors and assigns, in perpetuity by the Grantor and other interested parties as allowed by law; that the covenants, conditions, and restrictions set forth herein are a binding servitude on the Property and shall be deemed to run with the land in perpetuity; and that the failure to include the covenants, conditions, and restrictions in subsequent conveyances of the Property or portions thereof does not abrogate the status of the covenants, conditions, and restrictions as binding upon the Grantor and the Grantee, its successors and assigns.

1. PROPERTY COVERED BY NOTICE, DESCRIPTION, ACCESS RIGHTS, AND COVENANT MADE PURSUANT TO SECTION 120(H)(3)(A) OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION, AND LIABILITY ACT OF 1980 (42 U.S.C. § 9620(H)(3)(A)):

For the Property, the Grantor provides the following notice, description, and covenant and retains the following access rights:

A. Notice Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §§ 9620(h)(3)(A)(i)(I) and (II)):

Pursuant to sections 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §§ 9620(h)(3)(A)(i)(I) and (II)), available information regarding the type, quantity, and location of hazardous substances and the time at which such substances were stored, released, or disposed of, as defined in section 120(h), is provided in **Exhibit B**, attached hereto and made a part hereof.

B. Description of Remedial Action Taken, if Any, Pursuant to Section 120(h)(3)(A)(i)(III) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(III)):

Pursuant to section 120(h)(3)(A)(i)(III) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(III)), a description of the remedial action taken, if any, on the Property is provided in **Exhibit B**, attached hereto and made a part hereof.

C. Covenant Pursuant to Sections 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §§ 9620(h)(3)(A)(ii) and (B)):

Pursuant to section 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §§ 9620(h)(3)(A)(ii) and (B)), the United States warrants that –

(1) all remedial action necessary to protect human health and the environment with respect to any hazardous substance identified pursuant to section 120(h)(3)(A)(i)(I) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 remaining on the Property has been taken before the date of this deed, and

(2) any additional remedial action found to be necessary after the date of this deed shall be conducted by the United States.

D. Access Rights Pursuant to Section 120(h)(3)(A)(iii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(iii)):

The United States retains and reserves a perpetual and assignable easement and right of access on, over, and through the Property, to enter upon the Property in any case in which a remedial action or corrective action is found to be necessary on the part of the United States, without regard to whether such remedial action or corrective action is on the Property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, test pitting, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this

instrument. Such easement and right of access shall be binding on the Grantee and its successors and assigns and shall run with the land.

In exercising such easement and right of access, the United States shall provide the Grantee or its successors or assigns, as the case may be, with reasonable notice of its intent to enter upon the Property and exercise its rights under this clause, which notice may be severely curtailed or even eliminated in emergency situations. The United States shall use reasonable means to avoid and to minimize interference with the Grantee's and the Grantee's successors' and assigns' quiet enjoyment of the Property. At the completion of work, the work site shall be reasonably restored. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the Property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the Grantee nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the United States.

In exercising such easement and right of access, neither the Grantee nor its successors and assigns, as the case may be, shall have any claim at law or equity against the United States or any officer or employee of the United States based on actions taken by the United States or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this clause: Provided, however, that nothing in this paragraph shall be considered as a waiver by the Grantee and its successors and assigns of any remedy available to them under the Federal Tort Claims Act.

2. "AS IS"

A. The Grantee acknowledges that it has inspected or has had the opportunity to inspect the Property and accepts the condition and state of repair of the subject Property. The Grantee understands and agrees that the Property is conveyed "AS IS" without any representation, warranty, or guaranty by the Grantor as to quantity, quality, title, character, condition, size, or kind, or that the same is in a suitable condition or fit to be used for the purpose(s) intended by the Grantee, and no claim for allowance or deduction upon such grounds will be considered.

B. No warranties, express or implied, are given with regard to the condition of the Property including, without limitation, whether the Property does or does not contain asbestos or lead-based paint. The Grantee shall be deemed to have relied solely on its own judgment in assessing the condition of the Property including, without limitation, any asbestos, lead-based paint, or other conditions on the Property. The failure of the Grantee to inspect or to exercise due diligence to be fully informed as to the condition of the Property will not constitute grounds for any claim or demand against the Grantor.

C. Nothing in this "As Is" provision shall be construed to modify or negate the Grantor's obligation under the Covenant Pursuant to Sections 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §§ 9620(h)(3)(A)(ii) and (B)) or any other statutory obligations.

3. HOLD HARMLESS

A. To the extent authorized by law, the Grantee for itself, its successors and assigns, covenants and agrees, indemnify and hold harmless the Grantor, its officers, agents, and employees from (1) any and all claims, damages, judgments, losses, and costs, including fines and penalties, arising out of the violation of the covenants, conditions, and restrictions in this Deed by the Grantee, its successors and assigns, and (2) any and all claims, damages, and judgments arising out of, or in any manner predicated upon, exposure to asbestos, lead-based paint, or other condition on any portion of the Property after the date of the conveyance herein.

B. The Grantee for itself, its successors and assigns, covenants and agrees that the Grantor shall not be responsible for any costs associated with modification or termination of the covenants, conditions, and restrictions in this Deed, including without limitation, any costs associated with additional investigation or remediation of asbestos, lead-based paint, or other condition on any portion of the Property.

C. Nothing in this Hold Harmless provision will be construed to modify or negate the Grantor's obligation under the "Covenant Pursuant to Sections 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §§ 9620(h)(3)(A)(ii) and (B))" or any other statutory obligations.

4. POST-TRANSFER DISCOVERY OF CONTAMINATION

A. If a release or threatened release of a hazardous substance is discovered on the Property after the date of the conveyance herein, the Grantee, its successors or assigns, shall be responsible for such newly discovered release or threatened release of a hazardous substance unless the Grantee or its successors or assigns is able to demonstrate that such release or threatened release of a hazardous substance was due to Grantor's activities, use, or ownership of the Property. If the Grantee or its successors or assigns believe the newly discovered hazardous substance is due to the Grantor's activities, use or ownership of the Property, the Grantee or its successors or assigns shall immediately secure the site and notify the Grantor of the existence of the release or threatened release of the hazardous substance, and the Grantee or its successors or assigns shall not further disturb or allow the disturbance of such hazardous substance without the prior written permission of the Grantor.

B. The Grantee, for itself, its successors and assigns, as part of the consideration for the conveyance of the Property, hereby releases the Grantor from any liability or responsibility for any claims arising solely out of the release or threatened release of any hazardous substance on the Property occurring after the date of the conveyance herein where such hazardous substance was placed on the Property by the Grantee, or its successors, assigns, employees, invitees, agents, contractors, or any other person other than the Grantor after the date of the conveyance herein. This "Post-Transfer Discovery of Contamination" provision shall not affect the Grantor's responsibilities to conduct response actions or corrective actions that are required by applicable laws, rules and regulations, or the Grantor's obligations under the "Covenant Pursuant to Sections 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §§ 9620(h)(3)(A)(ii) and (B))."

5. ENVIRONMENTAL PROTECTION PROVISIONS

The Environmental Protection Provisions are attached in **Exhibit C**, which is attached hereto and made a part hereof. The Grantee shall neither transfer the property, lease the property, nor grant any interest, privilege, or license whatsoever in connection with the property without the inclusion of the Environmental Protection Provisions contained herein, and shall require the inclusion of the Environmental Protection Provisions in all further deeds, easements, transfers, leases, or grant of any interest, privilege, or license in, of, on, or to the Property or any portion thereof.

6. NON-DISCRIMINATION

The Grantee covenants for itself, its successors, and assigns and every successor in interest to the Property hereby conveyed, or any part thereof, that the said Grantee and such successors and assigns shall not discriminate upon the basis of race, creed, color, religion, sex, disability, age, or national origin in the use, occupancy, sale, or lease of the Property, or in their employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit; nor shall it apply with respect to religion to premises used primarily for religious purposes. The United States of America

shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

7. ANTI-DEFICIENCY ACT

The Grantor's obligation to pay or reimburse any money under this Deed is subject to the availability of funds appropriated for this purpose to the Department of the Army and nothing in this Deed shall be interpreted to require obligations or payments by the Grantor in violation of the Anti-Deficiency Act, 31 U.S.C. §1341.

8. NO WAIVER

The failure of the Grantor to insist in any one or more instances upon timely or complete performance of any obligation of the Grantee or its successors or assigns required by the covenants, conditions or restrictions set forth in this Deed shall not be construed as a waiver or a relinquishment of the Grantor's right to future performance of any such obligation of the Grantee or its successors or assigns in accordance with the said covenants, conditions, and restrictions and all such obligations of the Grantee, its successors and assigns shall continue in full force and effect.

SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the Grantor has caused this Quitclaim Deed to be executed in its name by a Real Estate Contracting Officer, Headquarters, U.S. Army Corps of Engineers, this the 24th day of February 2021.

UNITED STATES OF AMERICA

Signed and sealed and delivered
in the presence of:

Witness

Witness

Theodore A. Jones

Stephanie Sanders

By:

Lisa P. Grossman

LISA P. GROSSMAN

Real Estate Division

Real Estate Contracting Officer

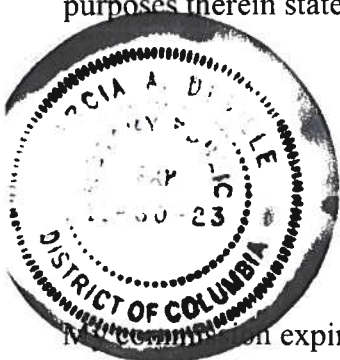
ACKNOWLEDGMENT

DISTRICT OF COLUMBIA)

) ss

CITY OF WASHINGTON)

I, Marcia A. DeKelle, a Notary Public in and for the District of Columbia, do hereby certify that on this the 24th day of February, 2021, Lisa P. Grossman, Real Estate Contracting Officer, Headquarters, U.S. Army Corps of Engineers, known to me or proven through satisfactory evidence of identity to be the person whose name is subscribed to the foregoing instrument, appeared in person and acknowledged before me that the signature of the said instrument was voluntarily affixed by her for the purposes therein stated and that she had due authority to sign the instrument in the capacity therein stated.



Marcia A. DeKelle
Notary Public

Commission expires: 11/30/2023

ACCEPTANCE OF CONVEYANCE

IN WITNESS WHEREOF, the MCCLELLAN DEVELOPMENT AUTHORITY, Grantee, hereby accepts this Quitclaim Deed for itself, its successors and assigns, subject to all of the covenants, conditions, reservations, restrictions and terms contained herein, this 27th day of January 2021.

Signed and sealed and delivered
in the presence of:

Witness [Signature]

Witness [Signature]

MCCLELLAN DEVELOPMENT AUTHORITY

By: Phil Webb

Name: Phil Webb

Title: Chairman



ACKNOWLEDGMENT

STATE OF ALABAMA)
) SS:
COUNTY OF CALHOUN)

I, the undersigned, a Notary Public in and for the State of Alabama, County of Calhoun, do hereby certify that this day personally appeared before me, Phil Webb, Chairman, whose name is signed to the foregoing instrument and who acknowledged the same to be his free act and deed on the date shown, and acknowledged the same for and on behalf of MCCLELLAN DEVELOPMENT AUTHORITY.

[Signature]
Notary Public



My Commission Expires: _____

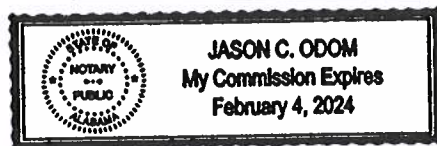


EXHIBIT A

REMAINING 0.94 ACRES SNAP ROAD TANK SITE

HEREON IS A DESCRIPTION OF 0.94 ACRES OF LAND LOCATED IN THE NE 1/4 OF THE NE 1/4 OF SECTION 26, TOWNSHIP 15 SOUTH, RANGE 8 EAST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS 2,469.00 FT., EAST OF AND 17,968.24 FT. SOUTH OF THE NORTHEAST CORNER OF THE SE 1/4 OF THE SE 1/4 OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 8 EAST, SAID POINT HAVING AN ALABAMA STATE PLANE COORDINATE OF 1,164,035.89 NORTH AND 675,614.90 EAST IN THE ALABAMA EASTERN ZONE, THENCE SOUTH 17 DEGREES 54 MINUTES 03 SECONDS EAST 175.97 FEET TO AN IRON PIN SET IN THE CENTER OF A DIRT ROAD, THENCE NORTH 72 DEGREES 01 MINUTE 43 SECONDS WEST 169.97 FEET TO AN IRON PIN IN THE CENTER OF A DIRT ROAD, THENCE NORTH 71 DEGREES 59 MINUTES 13 SECONDS WEST 217.99 FEET TO AN IRON PIN IN THE CENTER OF A DIRT ROAD, THENCE NORTH 50 DEGREES 27 MINUTES 18 SECONDS WEST 38.77 FEET, THENCE NORTH 58 DEGREES 34 MINUTES 14 SECONDS EAST 107.58 FEET, THENCE SOUTH 82 DEGREES 31 MINUTES 26 SECONDS EAST 255.16 FEET TO THE POINT OF BEGINNING.

EXHIBIT B**NOTIFICATION OF HAZARDOUS SUBSTANCE STORAGE,
RELEASE, OR DISPOSAL**

Building Number and Property Description	Name of Hazardous Substance	Date of Storage, Release, or Disposal	Remedial Actions
Range 29, Weapons Demonstration Range	Lead	1912 - 1999	Soil is contaminated with lead associated with small-arms ammunition. Lead exists on the site above levels which allow for Unlimited Use/Unrestricted Exposure, which is in excess of 40 CFR 373 reportable quantities. The performance of industrial and/or commercial operations at this site in accordance with the Deed Restrictions will not pose an unacceptable risk to human health.
*The information contained in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) 42 U.S.C. §9620(h). This table provides information on the storage of hazardous substances for one year or more in quantities greater than or equal to 1,000 kilograms or the hazardous substance's CERCLA reportable quantity (whichever is greater). In addition, it provides information on the known release of hazardous substances in quantities greater than or equal to the substance's CERCLA reportable quantity. See 40 CFR Part 373.			

ENVIRONMENTAL PROTECTION PROVISIONS**1. LAND USE RESTRICTIONS**

A. The United States Department of the Army has undertaken careful environmental study of the Property and concluded that the land use restrictions set forth below are required to ensure protection of human health and the environment. The Grantee, its successors and assigns, shall not undertake nor allow any activity on or use of the Property that would violate the land use restrictions contained herein and they shall be binding on the Grantee, its successors and assigns, and shall run with the land. The Grantee, its successors and assigns, transferees, sub lessees, tenants, invitees or licensees shall not engage in activities that violate these land use restrictions.

(1) Residential Use Restriction. The Grantee, for itself, its successors and assigns, acknowledge that the Property does not meet the remedial cleanup standard of Unrestricted Use/Unlimited Exposure (UU/UE). Until such time that UU/UE is met, the Property shall not be used for residential purposes. For purposes of this provision, residential use includes, but is not limited to, single or multi-family residences; child care facilities; nursing homes or assisted care facilities; and educational facilities for children in grades kindergarten through 12. Grantor retains and reserves a perpetual and assignable right to prohibit residential use of the Property.

B. Modifying Restrictions. Nothing contained herein shall preclude the Grantee, its successors or assigns, from undertaking, in accordance with applicable laws and regulations and without any cost to the Grantor, such additional action necessary to allow for other less restrictive use of the Property. Prior to such use of the Property, Grantee shall consult with and obtain the approval of the Grantor, and, as appropriate, the State or Federal regulators, or the local authorities. Upon the Grantee's obtaining the approval of the Grantor and, as appropriate, State or Federal regulators, or local authorities, the Grantor agrees to prepare and execute an instrument modifying or terminating, as appropriate, the land use restriction set forth herein. The recordation of any such instrument shall be the responsibility of the Grantee and at no additional cost to the Grantor.

C. Submissions. The Grantee, its successors and assigns, shall submit any requests for modifications to the above restriction to Grantor and the Alabama Department of Environmental Management, by first class mail, postage prepaid, addressed as follows:

Grantor: Office of the Assistant Secretary of the Army (Installations & Environment), 110 Army Pentagon Room 3E464, Washington, D.C. 20310-0110

State Regulator: Alabama Department of Environmental Management, 1400 Coliseum Blvd, Montgomery, Alabama 36110-2400

2. NOTICE OF THE POTENTIAL PRESENCE OF MUNITIONS AND EXPLOSIVES OF CONCERN (MEC)

A. The Grantee is hereby notified that due to the former use of the Property as a military installation, the Property may contain munitions and explosives of concern (MEC). The term MEC means specific categories of military munitions that may pose unique explosives safety risks and includes: (1) Unexploded Ordnance (UXO), as defined in 10 U.S.C. §101(e)(5); (2) Discarded military munitions (DMM), as defined in 10 U.S.C. §2710(e)(2); or (3) Munitions constituents (e.g., TNT, RDX), as defined in 10 U.S.C. §2710(e)(3), present in high enough concentrations to pose an explosive hazard.)

B. The Property was previously used for military training, to include live-fire training that resulted in the presence of MEC on the Property. A 0.94 acre portion of the 5.82 acre Snap Road Water Tank Site MRS designated as Site B overlaps the Property. In December 2003 to May 2004, a munitions response was conducted to remove all MEC to depth of detection from the Snap Road Water Tank Site MRS. Fourteen MEC items (one smoke grenade, two 3" Stokes mortar, three trip flares, one 2.36" M6 rocket, one slap flare, one practice grenade, one projectile fuze, and four 75mm shrapnel projectiles) were recovered and destroyed. Additionally, 430 pounds of MD were recovered and removed from this site. A summary of MEC discovered on the MRS is provided in Exhibit D, attached hereto and made a part hereof. A map depicting the location of the MRS is provided in Exhibit E, attached hereto and made a part hereof.

C. The Grantor represents that, to the best of its knowledge, no MEC is currently present on the Property. Notwithstanding the Grantor's determination, the parties acknowledge that there is a possibility that MEC may exist on the Property. If the Grantee, any subsequent owner, or any other person should find any MEC on the Property, they shall immediately stop any intrusive or ground-disturbing work in the area or in any adjacent areas and shall not attempt to disturb, remove or destroy it, but shall immediately notify the Local Police Department so that appropriate explosive ordnance disposal personnel can be dispatched to address such MEC as required under applicable law and regulations.

D. Easement and Access Rights.

(1) The Grantor reserves a perpetual and assignable right of access on, over, and through the Property, to access and enter upon the Property in any case in which a munitions response action is found to be necessary, or such access and entrance is necessary to carry out a munitions response action on adjoining property. Such easement and right of access includes, without limitation, the right to perform any additional investigation, sampling, testing, test-pitting, surface and subsurface clearance operations, or any other munitions response action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this Deed. This right of access shall be binding on the Grantee, its successors and assigns, and shall run with the land.

(2) In exercising this easement and right of access, the Grantor shall give the Grantee or the then record owner, reasonable notice of the intent to enter on the Property, except in emergency situations. Grantor shall use reasonable means, without significant additional cost to the Grantor, to

avoid and/or minimize interference with the Grantee's and the Grantee's successors' and assigns' quiet enjoyment of the Property. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the Property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the Grantee nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the United States.

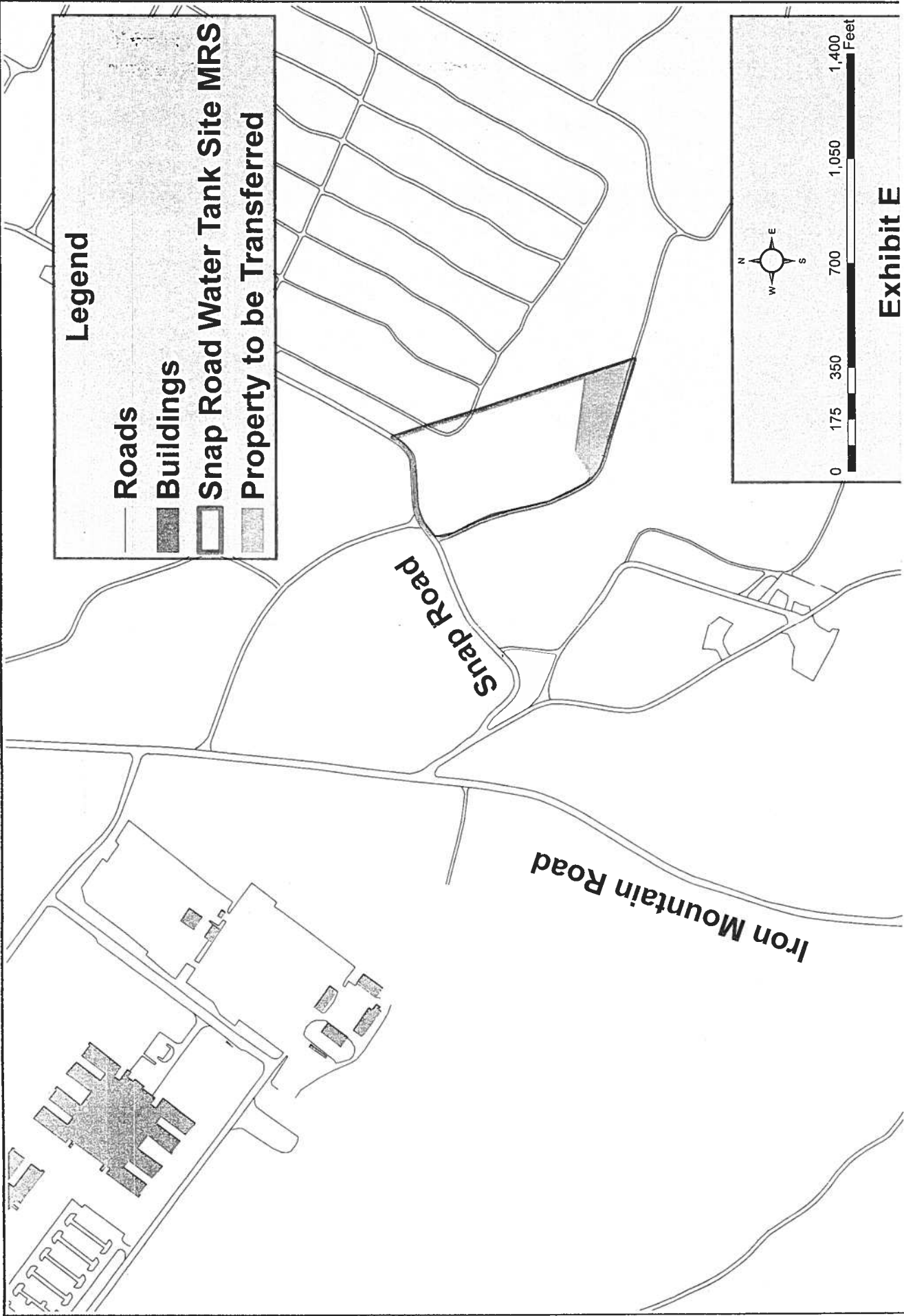
(3) In exercising this easement and right of access, neither the Grantee nor its successors and assigns, as the case maybe, shall have any claim at law or equity against the United States or any officer, employee, agent, contractor of any tier, or servant of the United States based on actions taken by the United States or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this Paragraph. In addition, the Grantee, its successors and assigns, shall not interfere with any munitions response action conducted by the Grantor on the Property.

E. The Grantee acknowledges receipt of the Final Site Specific Final Report Water Tank Construction Sites, Bravo Area, dated May 2006, and the Statement of Clearance, dated June 2006.

EXHIBIT D**NOTIFICATION OF MUNITIONS AND EXPLOSIVES OF CONCERN (MEC)***

Site	Type of MEC	Date of MEC Activity	Munitions Response Actions
Snap Road Water Tank Site	UXO	1912 to 1999 (Base Closure)	A 0.94 acre portion of the 5.82 acre Snap Road Water Tank Site MRS designated as Site B overlaps the property. According to the Archives Search Report, the ranges that intersected with this site are: the World War I Artillery Range (OA 39); Range 23 (OA-41), which was used as a pistol, rifle, and machine gun range; Combat Range #1 (OA-43), which was used for training with 37mm anti-tank guns and 75mm artillery guns; Weapons Demonstration Range/Range 29 (OA-73), which was used for training with pistols, rifles, machine guns, light anti-tank weapons, and 40mm grenade launchers. From December 2003 to May 2004 a munitions response for removal of MEC to depth of detection was performed; fourteen MEC items (one smoke grenade, two 3" Stokes mortar, three trip flares, one 2.36" M6 rocket, one slap flare, one practice grenade, one projectile fuze, and four 75mm shrapnel projectiles) were recovered and destroyed. Additionally, 430 pounds of MD were recovered and removed from this MRS. (See Site Specific Final Report Water Tank Construction Sites, Bravo Area, May 2006.)

* Munitions and Explosives of Concern (MEC). This term, which distinguishes specific categories of military munitions that may pose unique explosives safety risks, means: (a) unexploded ordnance (UXO), as defined in 10 U.S.C. §101(e)(5); (b) discarded military munitions (DMM), as defined in 10 U.S.C. §2710(e)(2); or (c) munitions constituents (e.g., TNT, RDX), as defined in 10 U.S.C. §2710(e)(3), present in high enough concentrations to pose an explosive hazard.



STATE OF ALABAMA, CALHOUN COUNTY
I hereby certify that no Deed Tax has been
collected on this instrument.
Alice C. Martin
Judge of Probate
"TAX EXEMPT"

Real Estate Sales Validation Form

DEED 3276 986

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name United States of America
Mailing Address 109 St. Francis St
Mobile, AL 36602

Grantee's Name M'Clellan Development Authority
Mailing Address 4976 Bains Gap Rd
Anniston, AL 36205

Property Address Un-numbered parcel
on Snap Road
Anniston, AL 36205

Date of Sale 2/24/2021
Total Purchase Price \$ _____
or
Actual Value \$ 3,000
or
Assessor's Market Value \$ _____

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

- ☒ Bill of Sale ☐ Appraisal
☐ Sales Contract ☒ Other No Cost Governmental Transfer
☐ Closing Statement

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Recording Fee
TOTAL 0.00
0.00

Property address - the physical address of the property being conveyed, if available.

Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date 3/1/2021

Print Jason C. Odum

Unattested

Sign [Signature]

(verified by)

(Grantor/Grantee/Owner/Agent) circle one

Print Form

Form RT-1